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as to tort jurisdiction would, like that as to contracts, follow the ancient Continental test of the nature of the act, except in the single instance of injuries to things on shore by ships. This exception could then be removed by statute as was done in England.²¹

RECENT CASES.

ADMIRALTY — JURISDICTION: TORTS — MARITIME NATURE. — A contracting stevedore's employee was injured on a vessel by the negligence of the stevedore in failing to supply a safe place to work. *Held*, that this tort is within admiralty jurisdiction. *Imbrovek v. Hamburg-American Steam Packet Co.*, 190 Fed. 229 (Dist. Ct., D. Md.) See NOTES, p. 381.

BANKRUPTCY — RIGHTS AND DUTIES OF BANKRUPT — PERJURY IN EXAMINATION. — The Bankruptcy Act, § 7a (9), provides that "the bankrupt shall . . . submit to an examination . . . ; but no testimony given by him shall be offered in evidence against him in any criminal proceeding." *Held*, that this provision does not bar a prosecution of the bankrupt for perjury committed in his examination. *Glickstein v. United States* (U. S. Sup. Ct., Dec. 4, 1911).

This case settles the law upon a clause as to which there had been a conflict in the authorities. Some cases had held that it applied to perjury, as the language covered all criminal proceedings, and to supply a reservation in the case of perjury similar to that in other federal statutes compelling testimony would amount to judicial legislation. U. S. REV. STAT., 1878, § 860; 27 U. S. STAT. AT LARGE, p. 443, c. 83; *United States v. Simon*, 146 Fed. 89. See *In re Logan*, 102 Fed. 876. Others had decided that it did not apply, since that construction would, by removing the penalty for perjury, defeat the obvious intent of Congress to secure truthful testimony. *Edelstein v. United States*, 149 Fed. 636; *Wechsler v. United States*, 158 Fed. 579. The principal case has wisely adopted this latter view. See 20 HARV. L. REV. 571.

BILLS AND NOTES — DEFENSES — MISREPRESENTATION. — The making of a promissory note was induced by misrepresentations of the payee's agent, which were not intentionally false. *Held*, that the maker has a defense against the payee. *McNeill v. Bay Springs Bank*, 56 So. 333 (Miss.).

It is generally held that a contract induced by innocent misrepresentations may be rescinded in equity. *Redgrave v. Hurd*, 20 Ch. D. 1; *Wilcox v. Iowa Wesleyan University*, 32 Ia. 367. But see *Southern Development Co. v. Silva*, 125 U. S. 247. By the weight of authority this does not constitute a defense at law. *Kennedy v. Panama, etc. Mail Co.*, L. R. 2 Q. B. 580; *King v. Eagle Mills*, 10 All. (Mass.) 548. *Contra*, *Kirschbaum v. Jasspon*, 123 Mich. 314, 82 N. W. 69. A distinction should be made between the cases where the misrepresentations are relied on to found an action of tort for damages, and where as in the principal case they are used to avoid a contract. In the former cases it is sought to impose a liability for making innocent misrepresentations. In the latter, it is sought to prevent the person making these misrepresentations from reaping any benefit from them. In the latter cases, on principle, relief should be allowed

the principal case and the Ninth Circuit case as to whether the tort of a contracting stevedore is maritime. But the paramount advantages of this test are shown in 18 HARV. L. REV. 299.

²¹ ADMIRALTY COURT ACT, 1861, (24 & 25 VICT. c. 3), § 7.